

Dallas Center-Grimes CSD Dallas Center-Grimes EA

7/1/2005 6/30/2007

MASTER CONTRACT AGREEMENT

Between

**DALLAS CENTER-GRIMES
COMMUNITY SCHOOL
DISTRICT**

And

**DALLAS CENTER-GRIMES
COMMUNITY EDUCATION
ASSOCIATION**

2005-06 and 2006-07 School Years

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THIS AGREEMENT entered into this 16 day of February 2005, by and between the DALLAS CENTER-GRIMES COMMUNITY SCHOOL DISTRICT BOARD OF DIRECTORS, hereinafter referred to as the "Board", and DALLAS CENTER-GRIMES COMMUNITY EDUCATION ASSOCIATION, hereinafter referred to as the "Association".

WHEREAS, the parties have reached certain understandings, which they desire to confirm in this Agreement, IT IS AGREED AS FOLLOWS:

ARTICLE 1 RECOGNITION

Section 1. Definitions

- a. The term "Board", as used in this Agreement, shall mean the Board of Directors of the Dallas Center-Grimes Community School District, or its duly authorized representatives or agents.
- b. The term "Association", as used in this Agreement, shall mean the Dallas Center-Grimes Community Education Association, or its duly authorized representatives or agents.
- c. The term "employee", as used in this Agreement, shall mean the professional employees represented by the Association in the bargaining unit as defined and certified by the Public Employment Relations Board.
- d. The term "probationary" refers to a teacher that is in the first three years of employment with the district, or has been placed on probation for needed improvements.

Section 2. The Unit

The Board hereby recognizes the Association as the certified exclusive and sole bargaining representative for all personnel as set forth in the Public Employment Relations Board certification instrument (Case No. 285) issued on the 5th day of May, 1976.

The unit described in the above certification includes all full-time and regular part-time certified professional personnel employed at the Dallas Center-Grimes Community School District, including classroom teachers (academic, vocational, remedial, physical education, music, art and drama), guidance counselors, librarians, full-time substitute teachers, and nurses.

The unit excludes the Superintendent, Principals, Athletic Director, teacher associates, substitute teachers, all other non-professional employees, and all those excluded by Section 4 of the Public Employment Relations Act.

Section 3. Name Change

This contract shall remain in full force and effect in the event the name of either or both parties should be changed.

ARTICLE 2 ASSOCIATION DEDUCTIONS

Section 1. Authorization Form

The Association agrees to acquire and distribute to its members an authorization form advising the member that the deduction is voluntary on the member's part and that the member also may terminate the deduction at any time by giving thirty (30) days written notice.

Section 2. Member Deductions

The Association shall provide the Board Secretary with a signed form from each member for whom the deductions are to be made, setting forth the amount to be deducted. The authorization forms shall be submitted fifteen (15) days prior to the District's monthly payroll date in which the deductions are to commence.

Section 3. Term of Deductions

Pursuant to a deduction authorization, the Board shall deduct one-tenth (1/10) of total dues from the regular salary check of the employee each month for ten (10) months, beginning in October and ending in July of each year. The Board will transmit electronically to the Association the total deductions by the twentieth day of each of the ten (10) months during which deductions are made.

Section 4. Indemnify and Hold Harmless

The Association agrees to indemnify and hold harmless the Board, each individual Board member, and all Administrators against any and all claims, costs, suits or other forms of liability and all court costs arising out of the application of the provisions in this Agreement for deductions.

ARTICLE 3 GRIEVANCE PROCEDURE

Section 1. Definitions

1. A grievant may be either a teacher or the Association. The Association may process a grievance through all levels of these procedures, even though there is no individually aggrieved person who wishes to do so.
2. A grievance shall mean a claim by a grievant that a dispute or disagreement of any kind exists involving interpretation or application of the terms of this Agreement.
3. A party in interest is the person or persons making the claim and any person who might be required to take action or against whom action might be taken in order to resolve the claim.
4. Days shall mean calendar weekdays, except as otherwise indicated.

Section 2. Rights and Procedures

1. An employee may elect to have a representative of the Association designated by the Association accompany and represent him/her at each step of the grievance procedure. If an employee is not represented by a representative of the Association, the Association shall have the right to have a representative present at all stages of the grievance procedure. At each step of the grievance procedure, the administrative person may also have a representative of his/her choice present.
2. As provided herein, an individual grievant initiates the grievance process jointly with the Association representative. If at any step of the grievance procedure, the individual decides to terminate the grievance procedure, the Association may elect to continue through the rest of the procedures.
3. The failure of a grievant to act on any grievance within the prescribed time limits will act as a bar to any further appeal. An Administrator's failure to give a decision within the time limits shall permit the grievant to proceed to the next step. The time limits may, however, be extended or reduced by mutual agreement.
4. The association shall be notified in a timely manner that a grievance has been started.

Section 3. Levels

Level 1. The parties in interest acknowledge that it is usually most desirable for an employee and his/her immediately involved Supervisor to resolve problems through free and informal communications. Within seven (7) days following the act or conditions which is the basis of the grievance, the grievant and the Association representative may jointly present a verbal grievance to the immediately involved Supervisor by clearly indicating that a Level 1 grievance is being filed. The Supervisor will arrange for an immediate meeting to take place within seven (7) days after the verbal receipt of the grievance. The supervisor shall provide the grievant with a verbal answer to the grievance within seven (7) days of receipt of the verbal grievance. Such answer shall include the reasons upon which the decision was based.

Level 2. If the grievant is not satisfied with the disposition of the grievance at Level 1, the grievance may be submitted to the Supervisor in writing within seven (7) days of receipt of the verbal reply. The Supervisor must render a written decision to the grievant within seven (7) days. The written decision shall include the reasons upon which the decision was based.

Level 3. If the grievant is not satisfied with the disposition of the grievance at Level 2, the grievance may, within seven (7) days, be referred to the Superintendent or official designee. The Superintendent shall arrange for a meeting with the grievant, to take place within seven (7) days of receipt of the appeal. The parties in interest shall have the right to include in the meeting such witnesses and counselors as they deem necessary to develop facts pertinent to the grievance. The Superintendent will provide a written decision within seven (7) days of receipt of the appeal, together with the reasons for the decision, to the grievant and the Association.

Level 4. Binding Arbitration

- a. If the grievant is not satisfied with the disposition of the grievance at Level 3, he/she may, within ten (10) days after the decision by the Superintendent, request in writing that the Association submit the grievance to arbitration. If the Association determines that the grievance involves the interpretation or application of any of the provisions of this Agreement, it may, by written notice to the Superintendent within ten (10) days after receipt of the request from the grievant, submit the grievance to binding arbitration.
- b. Within ten (10) days after such written notice of submission to arbitration, the Superintendent and Association will attempt to agree upon a mutually acceptable arbitrator and to obtain a commitment from such arbitrator to serve. If the parties are unable to agree upon an arbitrator or to obtain such a commitment within the ten (10) day period, a request for a list of arbitrators may be made to the American Arbitration Association by either party. The parties will be bound by the rules and procedures of the American Arbitration Association.
- c. The arbitrator selected will confer with the representatives of the Superintendent and the Association and hold hearings promptly and will issue a decision not later than twenty (20) days from the date of the close of the hearings, or, if oral hearings have been waived, then from the date the final statements and proofs are submitted. The arbitrator's decision will be in writing and will set forth findings of fact, reasoning and conclusions on the issues submitted. The arbitrator will be without power or authority to make any decision, which requires the commission of an act prohibited by law or which is volatile of the terms of this Agreement. The decision of the arbitrator will be submitted to the Board and the Association and will be final and binding upon both parties.
- d. The costs for the services of the arbitrator, including per diem expenses, if any, and travel and subsistence expenses and the cost of any hearing room, will be borne equally by the Board and the Association. All other costs will be borne by the party incurring them.

ARTICLE 4 LEAVES

Section 1. Sick Leaves

- a. Full-time employees shall be granted by the Board sick leave for personal illness or injury, which will accumulate at the following rate:
 1. During the first year of employment in Dallas Center-Grimes Community, ten (10) days;
 2. During the second year of employment in Dallas Center-Grimes Community, eleven (11) days;
 3. During the third year of employment in Dallas Center-Grimes Community, twelve (12) days;
 4. During the fourth year of employment in Dallas Center-Grimes Community, thirteen (13) days;
 5. During the fifth year of employment in Dallas Center-Grimes Community, fourteen (14) days;
 6. During the sixth and all subsequent years of employment in Dallas Center-Grimes Community, fifteen (15) days;

- b. The above scheduled amounts of sick leave shall apply only for consecutive years of employment in the Dallas Center-Grimes Community School District, and unused portions may carryover from one year to the next to a maximum of one hundred twenty (120) days.
- c. A new employee shall be credited with unused sick leave from his or her last employing school district up to a maximum of thirty (30) days, and provided that the employee was employed by the last district during the twenty-four (24) months prior to the employee's signing a contract with the Board.
- d. The Board reserves the right to require a physician's statement for a personal illness or injury for which a claim for sick leave is made.
- e. Sick leave cannot be used where deferment of treatment or medical service would be medically safe and possible at a time other than during the school year.
- f. Employees shall check their check stubs to determine the current status of the sick leave accumulation, but shall check with the Board's business office to determine the official current status of sick leave accumulation.
- g. The employer will allow up to five (5) days of sick leave to be used by the employee for a sick child, stepchild, spouse, or parent. The employer will allow up to an additional twenty-five (25) days of sick leave to be used by the employee for a sick child or stepchild that qualifies under the FMLA section of this contract. More days of sick leave may be granted at the sole discretion of the superintendent, and shall be charged against the employee's accumulated days of sick leave.

Section 2. Bereavement Leave

In the event of a death in an employee's immediate family, at the employee's request, the employee shall be granted permission to be absent from duty for up to ten days as may be determined to be necessary for attendance at the funeral, and for any other purpose directly arising out of the death. For the purpose of the foregoing, an employee's "immediate" family is defined as his/her spouse, child, stepchild, parent, brother, or sister.

In the event of the death of the employee's mother-in-law, father-in-law, brother-in-law, sister-in-law, daughter-in-law, son-in-law, fiancée, grandparents, or grandchildren of the employee and his/her spouse, and at the employee's request, the employee shall be granted permission to be absent for up to three days to permit the employee to attend the relative's funeral, and for any other purpose directly arising out of the death.

In the event of the death of an uncle, aunt, niece, nephew, or first cousin of the employee and his/her spouse, and at the employee's request, the employee shall be granted permission to be absent from duty for one day in order to attend the relative's funeral.

An employee may be granted leave from duty at the discretion of the Superintendent, to permit the employee to attend the funeral of a close friend.

No deduction of pay shall be made for absences due to bereavement leave granted under this section. Extra days of bereavement leave may be granted at the sole discretion of the Superintendent.

Section 3. Emergency Leave

In the event of an emergency involving hospitalization of an employee's spouse, child, parent, sister, or brother; an emergency leave up to five school days will first be allowed each employee each school year.

Emergency leaves may also be granted for non-medical emergencies involving the employee including, but not limited to house fire, severe storm damage, car accident, etc. Emergency leaves for this purpose shall be granted only if the employee has two or fewer personal leave days remaining. If the employee's personal leave days have been used, this leave will be granted without loss of pay and shall not be charged against any other employee leave.

More days of emergency leave may be granted at the sole discretion of the Superintendent, and shall be charged against the employee's accumulated days of sick leave. Emergency leaves of absence shall not be accumulated from year to year.

Section 4. Personal Leaves

- a. Employees may be granted two (2) days paid leave per year. Personal leave is at the discretion of the employee. This leave may be denied because of lack of substitutes. After personal leave has been approved, it can be withdrawn only with the consent of the employee. For staff with less than fifteen (15) years of experience, two (2) unused personal days may be rolled over to the next year, for a maximum of four in one year. For staff with fifteen (15) or more years of experience, three (3) unused personal days may be rolled over to the next year, for a maximum of five in one year.
- b. Requests for personal leave should be filed with the Superintendent or designee at least forty-eight (48) hours prior to the requested leave.
- c. Such personal leaves including the day immediately preceding or following a regularly scheduled vacation period; or the days of pre-school workdays, workshop days, first or last day of each quarter, parent teacher conferences, or open house, may be granted by the Superintendent only in unusual or emergency situations.
- d. Additional leave, paid or unpaid, may be granted at the sole discretion of the Superintendent.

Section 5. Jury Leave

An employee required to serve as a juror shall receive his or her regular wages during the days of such service. However, in order to receive payment during days of such jury service, the employees must submit certification of such services and assign all fees, except mileage and parking allowance received for such duty to the Board. When released from jury service during work hours at or prior to 12:00 Noon, the employee shall report to work as soon as possible.

Section 6. Professional Leave

Attendance at educational meetings or visits to other schools (except for the purpose of seeking employment) may be permitted. Such absence must be approved in advance by the Superintendent or designee. If any employee wishes to be absent from duty for a brief period for such purposes, a written request for such absence shall be signed by the employee and Principal and filed with the Superintendent at least seven (7) calendar days prior to the first day of the anticipated absence. Reasonable expenses for professional leave will be considered on an individual basis. Any expenses paid by the Board must be approved in advance of the leave by the Superintendent.

1. This leave may be denied or canceled because of lack of substitute teachers, if in compliance with the buildings approved substitute plan.
2. The district shall reimburse the employee for any personal cost the employee incurs, after the professional leave is approved. The employee must inform the administrator of possible personal cost reimbursement at the time the employee is notified that an approved professional leave is being canceled.

Section 7. Association Leave

- a. Up to ten (10) days per year shall be available to the Association for employees to attend conferences, conventions, or other activities of the local, state and national affiliated organizations. This leave shall be cleared with the Superintendent or designee at least ten (10) school days in advance of the requested day of leave.
- b. An employee will be paid his or her regular salary while on Association leave; however, the cost of the substitute teacher will be at the expense of the Association.
- c. No more that four (4) days of Association leave may be taken by any one employee. No more than two (2) employees shall be absent on Association leave on any one day. A third Association member may be absent on any one day, providing a substitute can be employed.

Section 8. Leaves of Absence

- a. Leave of absence may be requested by an employee. Such request shall be in writing, shall state the nature of the leave as well as the reasons for the request, and shall be submitted to the Superintendent well in advance of the date of the requested leave, and in no case less than ninety (90) days prior to the date of the requested leave.
- b. The Board of Directors shall make the final determination on approval or disapproval of any leave of absence. The Board's decision shall be final and binding, and not subject to any grievance and/or arbitration.
- c. Any employee on leave of absence shall not be entitled to employee benefits.
- d. Upon return from leave of absence, the employee shall not be given credit for advancement on the salary schedule, unless prior to the date of leave of absence, the Board of Directors agreed in writing to grant advancement on the salary schedule.
- e. Upon return from leave of absence, every effort shall be made to assign the employee to his/her former position; however, the administration may assign the employee to any position for which the employee is qualified. Such assignments shall not be subject to any grievance and/or arbitration.

Section 9. Minimum Units of Usage

The minimum unit of usage of any leave provided herein shall be one-fourth (1/4) day. If no substitute is required, or the employee misses 15 minutes or less of student contact, the 1/4th day can be waived at the discretion of the principal. Missed time to be made up as soon as possible, with the teacher being responsible to find a substitute for class time missed at no expense to the district.

Section 10. Part-time Employees Leaves

Part-time employees shall accrue and use leaves on a pro rata basis.

Section 11. Family and Medical Leave (FMLA)

The Superintendent can assign the use of up to 30 days of accumulated sick leave for staff members qualifying for FMLA, as long as the employee has not used more than five days of personal sick leave for the qualifying event. FMLA and sick leave will run concurrent.

Section 12. Unpaid Leave

The Superintendent may grant an employee unpaid leave.

ARTICLE 5 HOLIDAYS AND VACATIONS

Section 1. Holidays

All employees shall be entitled to the following five (5) paid holidays: Labor Day, Thanksgiving Day, Christmas Day, New Year's Day, and Memorial Day. No employee shall be required to perform duties on any of the five (5) holidays.

Section 2. Vacations

All employees shall receive the following unpaid vacation periods:

- a. The Friday after Thanksgiving Day.
- b. The Board reserves the right to convert a maximum of two (2) days of spring vacation into teaching days if the time is required to compensate for and make up any unforeseen loss of time due to weather or other emergency conditions.

ARTICLE 6 EMPLOYEE EVALUATION PROCEDURE

Section 1. Definitions

- a. Formative Observation is the collection of information regarding an employee's performance in the classroom. Formative observations are classroom observations conducted by a licensed school employee. Formative observation conferences will discuss employee performance, but will not include a criteria rating scale.
- b. Informal Observation is the collection of information regarding an employee's performance in all aspects of the teaching position. This includes, but is not limited to: interaction with students, staff, and patrons; fulfillment of professional responsibilities; and professional conduct in and out of the classroom. Informal observation conferences will discuss employee performance, but will not include a criteria rating scale.

- c. Summative Evaluation is the culminating evaluation from observations through the year. It will include, but is not limited to, formative and informal observations, notes, letters, and observed interactions with students, staff, parents, peers and administration. The objective is to provide the staff member with a summary of their performance in the complete teaching experience. If a summative evaluation is used, the Iowa Teaching Standards criteria rating will be used for the summative evaluations.
- d. Professional Development Committee will consist of two teaching staff representatives from each building (with at least one from each building being appointed by the Association president), each building principal, the curriculum director, and the Superintendent. The professional development committee will make recommendations to the Board of Directors regarding staff development activities and plans, observation and evaluation plans, and other professional development needs.

Section 2. Informing all Employees

The building principal or appropriate supervisor shall, during pre-school in-service days, acquaint all employees under his/her supervision with the employee evaluation and professional development procedures.

Section 3. Probationary Teachers

The performance of probationary teachers will be formally observed a minimum of twice per year, resulting in a formative observation summary provided in writing to the teacher. In addition, a summative evaluation of teacher performance will be completed no later than April 30th.

Section 4. Career Teachers

The performance of career teachers will be formally reviewed through classroom observation a minimum of once every three years, although this language does not limit the frequency of formal or informal observations.

Formal classroom observations must result in a formative observation summary provided in writing to the teacher. In addition, a summative evaluation of teacher performance will be completed no later than April 30, for teachers formally reviewed through classroom observation and for staff members whose job performance has been determined not to meet district expectations in Iowa Teaching Standards 1-7.

Section 5. Formative and Informal Evaluations in Writing

Results of formative and informal evaluations shall be in writing within a two (2) week period, with a copy given to the employee.

Section 6. Conference with Evaluator

The employee evaluated has the right to schedule a conference with the evaluator within five (5) days following the evaluation. The teacher's evaluation file will be readily accessible when requested by the teacher.

Section 7. Written Statement or Response

The employee shall have the right, within one (1) calendar month of the receipt of any written evaluation, to submit for inclusion in his/her evaluation file an explanation or other written statement or response regarding such evaluation.

Section 8. Employee's Evaluation File

All written employee evaluations shall be contained in the employee's evaluation file. Each employee shall have the right at any time during the school day to review the contents of the evaluation file. The file may not be removed from the designated office, and nothing may be removed from the file by the employee. However, the employee shall have the right to reproduce any of the contents of the evaluation file at the actual cost of paper and reproduction rounded to the nearest cent. The Superintendent or designee reserves the right to be present during the employee's examination of the evaluation file.

Section 9. Comments Not Subject to Grievance Procedure

It is understood and agreed by the parties that, while the evaluation procedure provided herein is subject to the grievance procedure provided in Article 3, the evaluation comments of and by the principal or supervisor shall not be subject to the grievance procedure.

Section 10. Using Other Evaluators

The Employer reserves the right to use other evaluators at the discretion of the principal and/or Superintendent.

Section 11. Using Other Evaluators Notification

If an evaluator other than the building principal is to be used, the teacher to be observed shall be notified that an outside observer will be used, but not when the observation will occur.

Section 12. School Nurse Evaluation

Nurses will be evaluated with established procedures. A process that promotes professional growth will be continued.

Section 13. District's Evaluation Instrument

The Professional Development Committee will meet at least six times per year. The committee will develop recommendations regarding evaluation of teachers for the board, administrators, and teachers to review by May of each school year.

ARTICLE 7 HEALTH AND SAFETY

Section 1. School Physical

All employees shall present evidence of physical fitness to perform duties of their employment and freedom from communicable diseases in the first year of their employment and every third year thereafter. Such evidence shall be recorded on a physical form provided by the School District. The employee shall choose the licensed physician reporting the employee's fitness. The form shall be filed with the Board Secretary no later than September 1 of the year in which the statement is required. The Board shall pay the cost of the employee's examination up to a maximum of fifty dollars (\$50). Any charges in excess of this sum shall be paid by the employee.

Section 2. Safe Working Conditions

The Board shall exert every reasonable effort to provide and maintain safe working conditions for the employees. The Association will cooperate to that end by encouraging all employees to work in a safe manner. The Board and its representatives and all employees shall endeavor, in the course of performing their professional duties, to be alert to unsafe practices, equipment or conditions, and to report such unsafe practices, equipment and conditions to the Superintendent or designee. No person shall be personally held liable for any unsafe practice, equipment or condition as to which the person had no knowledge or had appropriately reported.

Section 3. Employees responsibility for Use and Care

Employees will be responsible for the proper use and care of materials, equipment and devices provided the employee. The employee shall be responsible for the replacement of lost or damaged equipment and devices resulting from negligent acts or omissions of the employee.

ARTICLE 8 ESTABLISHMENT OF SENIORITY LIST

Section 1. Seniority List

The Board shall prepare and maintain a seniority list of all employees in rank and order, and shall post the list in the Superintendent's office at Dallas Center and in each attendance center in Grimes and Dallas Center, and provide the Association President with five (5) copies, as soon as the list is prepared and updated.

Section 2. General Employee Information

Each employee shall complete, by October 1 of each year, a general staff information form provided by the Board to assist in the preparation of the seniority list. The rank number of employees who fail to complete and submit the general information form by October 1 shall be based upon information already in the Board's records.

Section 3. Determining Seniority Number

A rank number will be assigned to each employee in the Dallas Center-Grimes Community School District determined by the following information in descending order:

- a. Total years of service in the Dallas Center-Grimes Community School District.
- b. Total years of service in the teaching or nursing profession.
- c. Highest earned degree.
- d. Approved semester hours earned beyond highest earned degree.
- e. Date upon which the employee's first contract was signed with the Board.
- f. Selection by lot.

Section 4. Determining Years of Service

A year of service consists of contracted employment in the Dallas Center-Grimes Community School District for two (2) semesters or three (3) trimesters in one (1) school year. An employee working less than full-time but more than half-time shall be considered a full-time employee for purposes of the year of service. The year of service shall be pro-rated for an employee working half-time or less.

ARTICLE 9 TRANSFER PROCEDURES

Section 1. Definitions

Transfers shall be defined as an occurrence of any or all of the following:

- a. A teacher is assigned to a different grade grouping. (Current grade grouping of K-5, 6-8, and 9-12)
- b. A teacher is assigned to teach in a different curriculum area. Curriculum areas would include: language arts, math, social studies, science, industrial technology, family and consumer science, business education, special education, art, physical education, instrumental/vocal music, reading, foreign language, talented and gifted, and at-risk.
- c. In grades K-5, a teacher is assigned to a grade level three or more grades above or below current assignment.

- d. In the event the district occupies a new or additional facility, the following procedures will be used:
 1. A committee of the grade level or curriculum area teachers affected, the building principal, and at least one district administrator other than the building principal will meet to make a recommendation to the Superintendent regarding transfers to the new facility.
 2. This committee will make recommendations based on:
 - a. Balance of teaching experience.
 - b. Balance of teaching expertise.
 - c. Desire of teacher in affected grade level or curriculum area.
 3. If the Superintendent accepts the committee's recommendation, it will be presented to the Board for approval. If the Superintendent rejects the committee's recommendation, reasons will be given to the committee and they will be asked to reconsider.
 4. If the Superintendent accepts the committee's second recommendation, it will be presented to the Board for approval. If the Superintendent rejects the committee's second recommendation, both recommendations will be presented to the Board for their determination.

Section 2. Voluntary Transfer

- a. School Year Posting: After a vacancy has occurred, notice of the vacant position shall be posted in the Superintendent's office at Dallas Center and in each building teacher's lounge.
- b. Summer Months posting: Notice of a vacancy that occurs during the summer months shall be posted the same as during the school year and mailed to the Association president.
- c. Filing Requests
 1. Any employee may apply for voluntary transfer. Such application shall be in writing to the Superintendent, and in case of a vacancy within seven (7) calendar days of the posting of the vacancy.
 2. When a vacancy occurs for which transfer applications are on file, an interview will be arranged with the principal of the building to which an employee wishes to transfer and at least one other district administrator. Within twenty-one (21) calendar days of the interview, the district's administration shall accept or reject the employee's request for transfer. No position shall be filled by means of involuntary transfer or new employee if there is a qualified employee that the administrative team believes is in the best interest of the district that wants and/or is willing to make the transfer.
 3. Teachers on probationary status in the district may not request a voluntary transfer.
- d. The employee involved in an involuntary transfer, or voluntary transfer that is rejected, may request reasons for the transfer or non-transfer. Specific reasons why the administrative team believes it is not in the best interest of the district must be provided in writing.
- e. Requests for transfer will be valid until August 15, and must be renewed if the employee so desires.

Section 3. Re-assignment

Re-assignment shall be defined as an occurrence of any or all of the following:

- a. A teacher is re-assigned to the same grade grouping. (Current grade grouping of K-5, 6-8, and 9-12)
- b. A teacher is re-assigned to teach in the same curriculum area. Curriculum areas would include: language arts, math, social studies, science, industrial technology, family and consumer science, business education, special education, art, physical education, instrumental/vocal music, reading, foreign language, talented and gifted, and at-risk.
- c. In grades K-5, a teacher is re-assigned to a grade level two or less grades above or below current assignment.

Section 4. Voluntary Re-Assignment

- a. School Year Posting: After a vacancy has occurred, notice of the vacant position shall be posted in the Superintendent's office at Dallas Center and in each building teacher's lounge.
- b. Summer Months posting: Notice of a vacancy that occurs during the summer months shall be posted the same as during the school year and mailed to the Association president.
- c. Filing Requests
 1. Any employee may apply for voluntary re-assignment. Such application shall be in writing to the Superintendent, and in case of a vacancy within seven (7) calendar days of the posting of the vacancy.
 2. When a vacancy occurs for which re-assignment applications are on file, an interview will be arranged with the principal of the building to which an employee wishes to transfer and at least one other district administrator. Within twenty-one (21) calendar days of the interview, the district's administration shall accept or reject the employee's request for re-assignment. No position shall be filled by means of involuntary re-assignment or new employee if there is a qualified employee that the administrative team believes is in the best interest of the district that wants and/or is willing to take the re-assignment.
- d. The employee involved in an involuntary re-assignment, or voluntary re-assignment that is rejected, may request reasons for the re-assignment or non-reassignment. Specific reasons why the administrative team believes it is not in the best interest of the district must be provided in writing.
- e. Requests for re-assignment will be valid until August 15, and must be renewed if the employee so desires.

Section 5. Assignments

Changes in assignment may be made upon initiative of the Employer. All re-assignments shall be made with the knowledge of all parties involved.

Section 6. Involuntary Transfers

- a. If an involuntary transfer is necessary, the administration shall base its transfer on the relative skill, competence, certification and qualification of the employees involved. If the choice must be made between two (2) employees who, in the judgment of the Board, possess equal skill, competence, certification and qualifications, the employee with the least seniority will be transferred first. Seniority is determined by the seniority list developed pursuant to Article 8 of this Agreement.
- b. An involuntary transfer shall be made only after a written notice of intent has been given to the affected employee and a meeting has been held between the employee involved and the Superintendent, at which time the employee shall be given the written reason(s) therefor. The employee and Superintendent may elect to have one (1) other person accompany each of them to the meeting.
- c. An involuntary transfer notice will be given before May 1, unless a vacancy occurs after May 1, caused by a late resignation, sickness or other unforeseen circumstances.
- d. An involuntarily transferred employee shall not be placed in a position, which would reduce his/her placement on the salary schedule, the supplemental pay schedule, or his/her compensation after they have received their individual contracts for the year.

ARTICLE 10 VACANCY PROCEDURE

- a. After a permanent vacancy has occurred, the Superintendent will post a notice regarding the vacancy in each building. Such postings are defined as notification to current employees. Vacancies that occur during the summer months shall be posted the same as during the school year and e-mailed to all staff that provides an e-mail address to the business office by the last workday of each school year. The teacher may opt not to use email, but assumes the responsibility of checking with the school regarding vacancies. The official notification date shall be the date an e-mail is sent by the district.
- b. Any employee may apply for said vacancy by making such application in writing to the Superintendent within five (5) workdays of posting.

ARTICLE 11 STAFF REDUCTION

Section 1. Layoff

When the Board determines a reduction in staff is necessary, the Board shall attempt to accomplish the reduction by attrition within subject matter areas. In the event that the reduction in staff cannot be accomplished by March 10 by attrition, the following procedures shall be followed. Layoffs will be made in the following categories: K-5, within curricular areas of 6-12. To be considered for a transfer to a category, the staff member must have taught in the category in the last eight years. Once the area has been determined, the administration shall base its recommendations to the Board; as to resulting contract renewals on the relative skill, ability, certifications, qualifications and experience of the available employees to do the work. If a choice must be made between two (2) or more employees, who, in the judgment of the Board, possess equal skill, ability, certification, qualifications and experience to work in the designated area, the contract renewal will be given by the Board to the employee with the greater seniority, as determined by the seniority list developed pursuant to Article 8 of this Agreement.

Section 2. Notification

- a. The Board shall provide written notice to the affected employee(s) of such possible reduction of staff that may come effective the following year.
- b. All staff reduction notices will be given in a private setting when no students are present, and when possible at the end of the teaching day, except in extraordinary circumstances.
- c. Notice of non-renewal of probationary employees will follow the guidelines in Article 11, Section 2, Item b.
- d. The above notice shall be given to potentially affected personnel as early as practical and no later than one week after the Board certifies the official budget for the next year. (Official certification due to the state by April 15)

Section 3. Recall

- a. An employee terminated because of staff reduction shall have recall rights for eighteen (18) months from the teacher's last workday.
- b. The Board Secretary shall be kept informed by the terminated employee of current addresses and telephone numbers and interest in recall.
- c. When a vacancy occurs in the category the employee was laid off and in the employee's major field or an area in which the employee has experience and is qualified by certification and/or endorsement, the employee will be notified by certified mail and has ten (10) calendar days from the date of mailing to either accept or reject the position. It is the responsibility of the employee to keep the Employer informed of his/her address.
- d. If an employee fails to respond within the said ten (10) calendar day period, the employee will be deemed to have refused the position. Refusal of a position is not a basis for the removal of an individual from the recall list.
- e. Employees will be eligible for recall on a last-off, first recall basis and if qualified according to sub-section c. to fill this vacancy.

Section 4. Benefits

An employee who is recalled and returns to work shall be placed on the salary schedule at the step and lane as of the date of the conclusion of their previous employment and shall be eligible for step and lane advancement as provided in Section 3 of Article 12, entitled Wages.

ARTICLE 12 WAGES

Section 1. Schedule

The salary of each employee covered by this contract shall be based on the regular salary schedule, which is attached hereto as Schedule A and made a part of this Agreement.

Section 2. Placement on Salary Schedule

- a. Credit for Experience: Credit on the employee salary schedule may be given for previous documented outside teaching experience.
- b. In areas that are identified as "teacher shortage areas," the district may allow placement on the salary schedule step above the new staff member's previous related experience, but at no time will a new staff member be placed on a higher step than a current employee in that position. If this option is used, the employee will be a probationary teacher for at least three years.
- c. Returning to the District: Any employee with previous teaching experience in the Dallas Center-Grimes Community School District shall, upon returning to the system, be placed on the salary schedule at the step and lane as of the date of the conclusion of their previous employment as provided in Section 3 of this Article. Employees who have had outside teaching experience since leaving the District will be eligible for additional credit for experience as provided in paragraph a. of this Section.

Section 3. Advancement on Salary Schedule

- a. **Increments:** Employees on the regular salary schedule shall be granted one (1) increment, or vertical step, on the salary schedule for each year of service to the maximum step on that lane. To be eligible for advancement to the next increment step for the following year, an employee must have been employed for one (1) semester of the previous school year.
- b. **Educational Lanes:** Employees on a regular salary schedule who earn enough semester hours of credit to move from one educational lane to a higher educational lane shall move to the corresponding eligible step on the higher lane. An employee can move only two educational lanes per year, starting with the 2003-04 contract. For an employee to advance from one educational lane to another, he/she must:
 1. Have received the semester hours in his/her teaching assignment or courses required for an advanced degree or certification program in education, or course work must be approved by the Iowa Department of Education for renewal credit.
 2. Take graduate courses for advancement on the salary schedule with prior approval of the Superintendent, based on the proposed course work relating directly to the district's CSIP. If a teacher disagrees with the Superintendent's determination of this section, the teacher may appeal the request to the Professional Development Committee.
 3. Take credits that count for teacher certificate renewal, but are not necessarily graduate or undergraduate credits. These will be referred to as renewal credits and must have prior approval of the Superintendent, based on the proposed course work relating directly to the district's school improvement plan. If a teacher disagrees with the Superintendent's determination of this section, the teacher may appeal the request to the Professional Development Committee. A teacher may use a maximum of five renewal credits toward advancement from one salary lane to the next. Renewal credits completed after July 1, 1999, may be used for lane advancement as describe, but can be applied starting with the 2002-03 school year.

Further, the employee must provide the Superintendent with written notification of his or her intent to "change lane" no later than January 15 of the preceding contract year in order to later apply for that change. This course work must be substantiated by grade transcriptions or a letter from the teaching professor or registrar indicating successful completion of the course(s) and grade(s) earned from an approved college or university no later than the second Friday of September of the affected contract year.

Nurses will be paid on the BA Lane and given credit for graduate nursing classes beyond the BA level by advancement in lanes.

Section 4. Method of Payment

- a. Pay Periods: Each employee shall receive his/her pay in twelve (12) equal checks unless the employee elects to receive his/her pay in ten (10) equal payments. If the employee elects ten (10) equal payments, he/she must notify the Board Secretary in writing by September 1. Employees will receive their paychecks on the 20th day of every month. If the 20th of the month falls on a Saturday, Sunday or a holiday, employees will receive their paychecks on the last workday prior to the 20th of the month.
- b. Exceptions
 1. Summer checks, other than for summer school teachers, shall be mailed to the address designated by the employee.
 2. The Employer may hold back a new employee's pay until an Iowa teaching certificate, physical and transcript, including a statement of endorsements, is filed with the Board Secretary.

Section 5. Extended Contracts

For extended contract working days beyond the basic contract, such as guidance counseling and summer band, time worked will be paid on an hourly basis, based on the employee's regular salary. Summer driver education and supplemental assignments are not treated as extended contracts.

When changing extended contract assignments or time frames the administration will inform the affected employee(s) to clarify job duties and changes.

Section 6. Traveling Expenses

Employees who use their personal automobile for school connected travel approved by the administration will be reimbursed at the rate allowed by the IRS, only if a school vehicle is not available for the employee's use. It is the responsibility of the employee to request the use of a school vehicle.

Section 7. School Calendar

The School Calendar is set by the Board and the number of total contract days as set forth herein to provide employees with notice thereof. Total contract days shall be 193 in number and shall include workdays, in-service days, and the holidays as provided in this Agreement. The in-service days, workdays, and holidays are considered days of service and compensation for the same is included in the employee's annual salary. Days of vacation are not considered as holidays or days of service. If attendance of employees is required when student attendance is not required, that day or days shall count as a contract day. At the discretion of the Board, vacation periods, except as otherwise provided in this Agreement, in-service days, workdays or weekdays in June, with the exception of holidays, may be convened into teaching days if the time is required to compensate for the make up of any unforeseen loss of time due to weather, epidemic, etc. The Board shall not be liable for employees' salaries during the time schools are closed by order of the Board of Health or any civil authorities. However, full salaries will be paid for any time required to be made up as a result of the school having been closed.

Section 8. Distribution of Teacher Compensation Salaries

If the District opts to participate in option 2 (Career Teacher), the District will agree to pay teachers consistent with the provisions of the Teacher Quality Bill. Any remaining funds from the District's appropriation will be distributed equally to the teachers not receiving funds from the required provisions. Distribution will occur when the District receives the money from the state. If the District does not receive state funding to support the increased wages provided for in the bill, the District will not be obligated to pay teachers consistent with the salaries defined in the Teacher Quality Bill.

Section 9. Mentoring Pay

The mentoring program will be administered consistent with the district plan submitted and approved by the Department of Education. The mentoring program, and the wage associated with that program, is based upon the legislature's continued funding and support of the program. If state funding or support is withdrawn, the district will not be obligated to continue the mentoring program or pay the wages to mentors in the program. If the district maintains the mentoring program without the state's funding or support, the district will be obligated to pay staff per the state plan that has been adopted.

Section 10. Release from Contract

A teacher who requests a release from his/her contract after the contract has been signed or required to be returned, must pay the proportional cost of advertising for his/her position to receive a contract release, if the contract release is requested after April 30th.

Section 11. 2005-06/Schedule A/Salary Schedule

Hiring Base	28,425							
Lane		1,000	1,000	1,000	1,000	1,000	1,000	1,000
Step	900	900	900	900	900	900	900	900
Step Name	BA	BA+15	BA+30	BA+45	MA	MA+15	MA+30	MA+45
7	28,425	29,425	30,425	31,425	32,425	33,425	34,425	35,425
8	29,325	30,325	31,325	32,325	33,325	34,325	35,325	36,325
9	30,225	31,225	32,225	33,225	34,225	35,225	36,225	37,225
10	31,125	32,125	33,125	34,125	35,125	36,125	37,125	38,125
11	32,025	33,025	34,025	35,025	36,025	37,025	38,025	39,025
12	32,925	33,925	34,925	35,925	36,925	37,925	38,925	39,925
13	33,825	34,825	35,825	36,825	37,825	38,825	39,825	40,825
14	34,725	35,725	36,725	37,725	38,725	39,725	40,725	41,725
15	35,625	36,625	37,625	38,625	39,625	40,625	41,625	42,625
16	36,525	37,525	38,525	39,525	40,525	41,525	42,525	43,525
17		38,425	39,425	40,425	41,425	42,425	43,425	44,425
18		39,325	40,325	41,325	42,325	43,325	44,325	45,325
19			41,225	42,225	43,225	44,225	45,225	46,225
20			42,125	43,125	44,125	45,125	46,125	47,125
21			43,025	44,025	45,025	46,025	47,025	48,025
22			43,925	44,925	45,925	46,925	47,925	48,925
23			44,825	45,825	46,825	47,825	48,825	49,825
24			45,725	46,725	47,725	48,725	49,725	50,725
25					48,625	49,625	50,625	51,625
26						50,525	51,525	52,525
27						51,425	52,425	53,425
28								Continued Full Steps/No Limit
29								
30								
31								

Section 12. 2005-06 Phase 2 Salary Schedule (Estimate Only/To be set in the fall)
(Current projection. Will needed adjusted after all staff has been determined)

Base	485		
Step	50		
Lane	All		
0-5	0		
6	485	21	1,235
7	535	22	1,285
8	585	23	1,335
9	635	24	1,385
10	685	25	1,435
11	735	26	1,485
12	785	27	1,535
13	835	28	1,585
14	885	29	1,635
15	935	30	1,685
16	985	31	1,735
17	1,035	32	1,785
18	1,085	33	1,835
19	1,135	34	1,885
20	1,185	35	1,935

Section 13. Supplemental Scattergram 2005-06/Schedule B

2005-06 Extra Duty Schedule						
	Step 0	Step 1	Step 2	Step 3	Step 4	Step 5
Cat. A	1,746	2,094	2,483	2,826	3,396	3,600
Cat. B	1,513	1,796	2,078	2,361	2,810	2,990
Cat. C	1,492	1,654	1,810	1,971	2,274	2,420
Cat. D	1,159	1,321	1,482	1,638	1,891	2,020
Cat. E	1,058	1,220	1,381	1,538	1,775	1,900
Cat. F	995	1,151	1,307	1,464	1,746	1,870

Category A

Head Varsity Football	Head Varsity Basketball (2)	Head Varsity Wrestling
Head Varsity Volleyball	HS Instrumental Music	HS Yearbook Advisor
Head Varsity Baseball	Head Varsity Softball	MS Instrumental Music

Category B

Head Varsity Track (2)	HS Drama (Two Plays Or Play/Musical)
HS Vocal Music	Head Soccer Coach (2)
HS Musical (Every Other Year)	

Category C

Ass't Varsity Football (4)	Ass't Varsity Basketball (4)	Ass't Var. Wrestling (2)
Ass't Varsity Track (2)	Ass't Varsity Baseball (2)	Ass't Var. Volleyball (3)
Ass't Varsity Softball	Ass't Varsity Soccer Coach (2)	MS Vocal Music

Category D

MS Head Football (2)	MS Head Basketball (4)	MS High Softball
MS Head Track (2)	MS Head Wrestling	MS Head Volleyball (2)
FFA	Speech	Varsity Cross Country
Golf Head Girls	Golf Head Boys	

Category E

Head Varsity Cheerleading (2)

Category F

High School Drill Team	Ass't HS Cheerleading	Head MS Cheerleading
MS Ass't Football (2)	MS Ass't Basketball (1)	MS Ass't Track (2)
MS Ass't Volleyball	MS Ass't Softball	FHA
Debate	Assistant Golf (0)	MS Cross Country
MS Cross Country	National Teacher Certification	Color Guard

Supervisory Duties/Group 1

Jr.-Sr. Prom (\$441 P/Yr.)	Adult Ed. Director (\$XXX P/Yr.) (0)
Student Council-HS (\$297 P/Yr.)	Nat'l Honor Soc-HS (\$280 P/Yr.)
Student Council-MS (\$264 P/Yr.)	Nat'l Honor Soc-MS (\$XXX P/Yr.) (0)
Elem. Student Council (\$247 P/Yr.)	.5 Elem. Vol. Supervisor (\$524 P/Yr.) (2)
Head Class Sponsor (\$77 P/Yr.) (4)	Annual/Newspaper-MS (\$627 P/Yr.)
SADD-High School (\$220 P/Yr.)	Conflict Manager (\$254 P/Yr.) (4)

Supervisory Duties/Group 2

Bus Chaperone (\$16 P/Event)	Girls Basketball Chaperone (\$XXX P/Yr.)
Ticket Takers (\$16 P/Event)	Timer, Scorekeepers, Etc. (\$16 P/Event)
HS Det./Sat. Sch Monitor (\$16 P/Hr.)	Curr. Study (\$18 P/Hr.) (Certified)
MS Guid. Ext. Contract (Per Diem)	HS Guid. Ext. Contract (Per Diem)
HS Voc. Ag. Ext. Contract (Per Diem)	Dr. Education \$22.00 Per Hour (4)
Tech. Helper (\$2,098 P Bldg. P/Yr.)	At-Risk Ext Contract (4) (Per Diem)
Pre-School Handicapped Ext Contract (Per Diem)	

ARTICLE 13 SUPPLEMENTAL ASSIGNMENTS

Section 1. Assignments

Supplemental assignments shall be issued at the Board's discretion and shall consist of those assignments included in Schedule B; Supplemental Pay Schedule attached hereto and made a part of this Agreement.

Section 2. Rate of Pay

The additional salary for each employee having supplemental assignments shall be based on the Supplemental Pay Schedule attached hereto as Schedule B and made a part thereof. Each employee will be placed on his/her proper step according to the assignment. Credit up to the fifth (5th) year on the Supplemental Schedule shall be given for previous outside experience in the area of the supplemental assignment upon initial employment.

Section 3. Advancement on Schedule

An employee with a Supplemental Assignment shall be granted one (1) increment or step on the Supplemental Schedule for each year of service to the maximum step.

Section 4. Pay Periods

Pay periods shall coincide with the regular pay periods.

Section 5. Regular Staff as Substitute Teacher Payment Pool

Substitute Pay for regular staff shall not to be paid from regular salary pool, but from substitute teachers' account.

ARTICLE 14 INSURANCE

Section 1. Hospital and Major Medical

- a. The Board shall pay to the insurance carrier 100% of the cost for each eligible employee normally scheduled to work thirty (30) hours or more per week, the employee's monthly premium for hospital and major medical insurance coverage and dental insurance for each employee who qualifies.
- b. Any employee may choose to be covered under a family policy by authorizing the Board to deduct the difference between the monthly premium and the monthly amount paid by the Board.
- c. The Board shall select the insurance carrier and the coverage and reserves the right to change at its discretion. The Association will be notified of any change. The Association may recommend carriers for Board consideration.

Section 2. Disability

- a. Each regular full-time employee shall have the option to be covered by a long term accident and sickness disability insurance, with the premium paid for by the employee.
- b. The Board shall select the insurance and reserves the right to change at its discretion. The Association may recommend carriers for Board consideration.

Section 3. Workers Compensation and School Liability

All employees will be covered by workers compensation and school liability insurance at the expense of the Board. The Board shall select the insurance and reserves the right to change at its discretion.

Section 4. Life Insurance

Each eligible regular full-time employee shall be covered by a Term Life insurance policy paid for by the Board equal to \$25,000.

Section 5. Claims Against the School District

It is understood that the Board's only obligation is to pay premiums as agreed herein and no claim shall be made against the Board as a result of a denial of insurance benefits and/or coverage by an insurance carrier.

Section 6. Description of Coverage

The Board shall provide each employee a description of the insurance coverage provided.

Section 7. Term of Insurance Coverage

The term of the hospital or major medical, dental, and disability insurance policies for regular full-time employees shall be for up to twelve (12) months.

Section 8. Selection of Insurance Carrier

The insurance programs referred to in this contract will be subject to all terms and conditions of the contract with the insurance carrier(s) selected by the Employer.

ARTICLE 15 HOURS OF WORK

Section 1. Workday

The workday for employees not having assignments shall consist of no more than eight (8) consecutive hours except as provided in this article. The workday shall include a duty-free lunch of at least twenty-four (24) minutes.

Section 2. Late Arrival/Early Departure

The parties agree that the principals have the authority to grant an employee permission to arrive after the start of the workday or leave prior to the close of the workday.

Section 3. Days Before Vacations or Holidays and Fridays

On Fridays and on days before vacations or holidays, employees may depart school after all of their respective responsibilities have been concluded.

Section 4. Faculty Meetings

A maximum of fifteen (15) faculty meetings may be held each contract year that require attendance beyond the regular workday, without additional compensation. Attendance may be required, if the faculty meeting is a morning meeting, fifteen (15) minutes before the beginning of the workday, or if the faculty meeting is an afternoon meeting, until forty (40) minutes after the end of the workday.

Of the maximum of fifteen (15) faculty meetings, a maximum of nine (9) may be afternoon meetings. Except in the case of an emergency, these meetings must be scheduled at least seven (7) calendar days in advance.

An additional three (3) meetings, not to exceed one (1) hour, can be required for the purpose of curriculum development that involves multiple grade groupings. (Current grade grouping of K-5, 6-8, and 9-12) Teacher will be paid \$18.00 per hour in 2005-06 and \$20.00 per hour in 2006-07 and the following years for curriculum and staff development work outside the regular contract.

Section 5. Evening Meetings

Employees may be required to attend no more than four (4) evening meetings each year at no additional salary. Meetings will be no longer than three (3) hours in length and start no later than 7:00 p.m.

Section 6. Parent-Teacher Conferences and Compensatory Time

When parent-teacher conferences are scheduled after the end of the workday, compensatory time will be allowed on Friday.

Section 7. Attending Evening Events

Employees may depart school after all their responsibilities have been completed when they are required to attend an evening meeting. Employees must check out with building principals.

Section 8. School Nurse Hours

The hours for the nurses will be determined by the staff member's contract. School nurses will have the same contractual responsibilities as all other staff members included in the bargaining unit.

Section 9. Planning Time

Teachers will be provided planning time during contract hours on days that follow a regular schedule. (Changes in a regular schedule include, but are not limited to: late start, early dismissal, field trips, assemblies, and other activities that take teachers from their regular schedule.)

ARTICLE 16 JOB CLASSIFICATION

Each employee shall be given written notice of his/her placement on the salary schedule and supplemental pay schedule, if applicable, for the forthcoming year at the time his/her individual contract is issued.

ARTICLE 17

COMPLIANCE CLAUSES AND DURATION

Section 1. Separability

Should any Article, section or clause of this Agreement be declared illegal by a court of competent jurisdiction, then that Article, section or clause shall be deleted from this Agreement to the extent that it violates the law. The remaining Articles, section and clauses shall remain in full force and effect.

Section 2. Printing Agreement

Copies of this Agreement shall be printed at the expense of the Board. Within thirty (30) days after the Agreement is signed, the Agreement shall be presented to all employees now employed and thereafter employed. The Board shall provide the Association with twenty (20) additional copies.

Section 3. Notices

Whenever any notice is required to be given by either of the parties to this Agreement to the other, pursuant to any provisions of this Agreement, either party shall do so by telegram or letter at the following designated addresses or at such other address as may be designated by a party in written notification to the other party.

- a. If by the Association, the Board in care of the Superintendent, Dallas Center-Grimes Community School District, Box 512, 1414 Walnut Street,, Suite 200, Dallas Center, Iowa 50063.
- b. If by the Board, to the Association in care of the President of the Association, Dallas Center-Grimes Community School District, 1500 Linden Avenue, Box 512, Dallas Center, Iowa 50063.

Section 4. Effect of Agreement

This Agreement supersedes and cancels all previous collective bargaining agreements between the Board and the Association and constitutes the contract agreement between the parties, and concludes collective bargaining for its term.

This agreement shall remain in full force and effective from July 1, 2005 and shall continue in effect until midnight June 30, 2007, for language and financial issues, except:

- For the 2006-07 master contract the Association and Board shall each have the right to open one (1) language issue.
- For the 2006-07 master contract, funds available for increasing staff pay will be the same percent of new money for the 2006-07 contract that was received for the 2005-06 contract, but the increase shall not be less than lane, step, and insurance increases. Attachment A of this contract includes a summary and explanation of the 2005-06 percent of new money allowed for the 2005-06 master contract.
 - Attachment A, and subsequent funding for the 2006-07 master contract will not include funding for: Phase II, Teacher Compensation, and curriculum work. All other funding of salary increases will come from funds identified in Attachment A. This includes, but is not limited to lane changes, step changes, salary changes, insurance changes, and extra-curricular changes.
 - Use of any funds available from funds identified through Attachment A will be negotiated for the 2006-07 master contract.

The agreement shall automatically continue in effect from year to year thereafter unless either party gives the other party written notice of its desire to modify or terminate this Agreement on or before January 1, 2007.

Section 5. Re-Opener Clause

The Board and/or the Association can require opening any part of this contract that requires modifications due to actions of the Iowa Legislature, up to July 1, 2005. If the District is required to add additional calendar day(s) for the 2005-06 or 2006-07, the Association and Board will negotiate salary for the additional day(s).

Section 6. Signature Clause

In witness whereof, the parties hereto have caused this Agreement to be signed by their respective presidents, attested by their respective Chief Negotiators, and their signatures placed thereon, all on the _____ day of _____, 2005.

DALLAS CENTER-GRIMES
EDUCATION ASSOCIATION

President

Chief Negotiator

DALLAS CENTER-GRIMES
BOARD OF EDUCATION

President

Chief Negotiator

Attachment A
Calculating 2006-07 Funds Available

2005-06 New Money

New Money Projections		
	04-05	05-06
Students	1559.60	1594.60
Cost P/S	4741.00	4931.00
Total RPC	7,394,064	7,862,973
New Money		468,909

2005-06 Increases

	School Year 04-05	School Year 05-06	\$ Change	% Change
Total Salary	4,450,669	4,647,269	196,600	4.42%
Extra-Curricular	177,110	183,097	5,987	3.38%
FICA/IPERS	620,122	647,269	27,147	4.38%
Insurance	494,887	543,990	49,103	9.92%
Total	5,742,789	6,021,625	278,836	4.86%

2005-06 Percent of New Money to Teachers

New Money	468,909
Total Package Cost	278,836
Percent of 05-06 New Money Used	59.4648%

Sample 2006-07 New Money (Certified Enrollment up 40 Students)

New Money Projections		
	School Year 05-06	School Year 06-07
Students	1,594.6	1,634.6
Cost P/S	4,931	5,128
Total RPC	7,862,973	8,382,229
New Money		519,256
Percent to Teachers		59.4648%
Dollars to Teachers		308,775